

**BEFORE THE STATE HEALTH PLANNING
AND DEVELOPMENT AGENCY**

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STATE HEALTH PLANNING AND
DEVELOPMENT AGENCY

IN RE:)
)
INSTITUTE FOR SUBSTANCE USE)
DISORDERS, LLC d/b/a)
SERENO RIDGE RECOVERY) **DR-156**_____)
)
Petition for Declaratory Order of)
Addiction and Mental Health Services, Inc.,)
d/b/a Bradford Health Services)

PETITION FOR DECLARATORY RULING
ON BEHALF OF ADDICTION AND MENTAL HEALTH SERVICES, LLC,
d/b/a BRADFORD HEALTH SERVICES

COMES NOW Petitioner, Addiction and Mental Health Services, LLC, d/b/a Bradford Health Services (hereinafter “Bradford Health Services”), and pursuant to Rule 410-1-9-.01 of the Alabama Certificate of Need Program Rules and Regulations submits this Petition for Declaratory Ruling to the Certificate of Need Review Board regarding Institute for Substance Use Disorders, LLC, d/b/a Sereno Ridge Recovery (hereinafter “Sereno Ridge”). This Petition for Declaratory Ruling adopts and incorporates Bradford Health Services’ Petition for Declaratory Ruling in DR-155 which was previously dismissed by SHPDA without prejudice. In support hereof, Petitioner states as follows:

I. PROCEDURAL BACKGROUND

On October 30, 2020, Bradford Health Services filed a Petition for Declaratory Ruling involving the announced plans of Sereno Ridge to develop and operate a 16-bed, 16,500-square-foot, “Clinically Managed High Intensity Residential Treatment Program for Adults and Medically Monitored Residential Detoxification Program” (i.e., a residential drug and alcohol addiction treatment center) in Morgan County, Alabama. The Petition was assigned proceeding number DR-

155, and a Procedural Order was entered setting a hearing on the Petition before the CON Review Board on November 18, 2020.

Five days before the hearing, on November 13, 2020, Sereno Ridge submitted its Response to the Petition. In its Response, Sereno Ridge stated: “Based on communications with individuals at the Alabama Department of Mental Health (“ADMH”), Sereno Ridge was under the impression that a Certificate of Need (“CON”) would not be required to offer this level of substance abuse treatment.” Sereno Response at 1. Sereno Ridge further stated as follows:

After receiving insight from SHPDA and counsel, Sereno Ridge immediately ceased its initial plans and now intends to adjust its proposed scope of services to comply with the applicable CON statutes and regulations. ***Sereno Ridge will file a Request for Reviewability Determination with SHPDA outlining any outpatient services that it proposes to provide and the manner in which these services will be offered.*** Further, Sereno Ridge will seek CON approval for any services that require CON review.

To be clear, Sereno Ridge never intended to evade the CON laws or SHPDA’s rules and regulations. To the contrary, Sereno Ridge was under the mistaken impression that its anticipated operations were not subject to CON review and immediately undertook efforts to understand the CON laws and SHPDA’s rules and bring its proposed project into compliance when it was made aware of these issues.

Based on the foregoing evidencing Sereno Ridge’s intent to work with SHPDA and the CON Review Board to obtain the appropriate review and approvals required for its facility and its recognition that offering residential treatment services for alcohol and drug addiction is subject to CON review, Sereno Ridge respectfully asserts that there is no justiciable controversy for the CON Review Board to review and rule upon at this time.

Sereno Response at 2 (emphasis added).

In support of its Response, Sereno Ridge submitted the Affidavit of Nancy White, M.D., one of the founders and owners of Sereno Ridge, just two days before the CON Review Board’s hearing. In her Affidavit, Dr. White stated:

5. Upon receiving notice that such inpatient/residential detoxification and rehabilitation treatment services would likely require a CON, Sereno Ridge ceased plans to establish an inpatient/residential detoxification and rehabilitation treatment without first obtaining a CON.
6. ***Sereno Ridge now recognizes that offering residential treatment services for alcohol and drug addiction is subject to CON review. Sereno Ridge intends to work with SHPDA and the CON Review Board to obtain the appropriate CON review and approvals required for its facility prior to offering inpatient or residential treatment services for alcohol and drug addiction.***

Affidavit of Nancy White, M.D. at 1 (emphasis added).

Based on the above filings and the representations of Sereno Ridge's counsel during the CON Review Board hearing on November 18, 2020, the CON Review Board issued an Order in which it expressly recognized that the Board was relying on the representations of Sereno Ridge and its counsel:

2. In its written response, Sereno Ridge concedes that its original plans for a residential treatment program would require a CON and states that it has restructured its project. Sereno Ridge pledges to seek a CON for any future residential project that is subject to review and to seek a letter of non-review prior to offering any non-residential services that might fall under the SHPDA statutes. These representations were affirmed by Sereno Ridge's counsel at the Board's November 18, 2020 meeting. As a result, Sereno Ridge contends that there is no "justiciable controversy" and the Board should thus decline to rule on the merits of Bradford's Petition.

Order on DR-155 at 2. Based on such representations, the CON Review Board dismissed Bradford Health Service's Petition "without prejudice to Bradford's right to seek declaratory or other relief in the future should circumstances prove different than that represented by Sereno Ridge." Id.

As set forth herein, Petitioner Bradford Health Services again seeks a declaratory ruling from the CON Review Board involving Sereno Ridge. Contrary to its representations in DR-155, Sereno Ridge is providing residential alcohol and drug treatment at its new facility in Arab, Alabama.

Furthermore, contrary to the representation of Dr. Nancy White in her Affidavit, Sereno Ridge has not “*obtain[ed] the appropriate CON review and approvals required for its facility prior to offering inpatient or residential treatment services for alcohol and drug addiction.*”

Therefore, as asserted by Bradford Health Services in DR-155, Sereno Ridge is operating a residential drug and alcohol addiction treatment center in Morgan County, Alabama, that is a new institutional health facility providing institutional health services as defined by ALA. CODE §§ 22-21-260(6), 22-21-260(8), 22-21-260(9); SHPDA Rules 410-1-2-.05(1), 410-1-2-.06, 410-1-2-.14; and § 410-2-4-.11 of the Alabama State Health Plan. Accordingly, Sereno Ridge’s residential drug and alcohol addiction treatment center is being operated in violation of the Alabama State Health Planning laws and the State Health Planning and Development Agency’s Rules and Regulations, and in breach of the representations made to the CON Review Board by Sereno Ridge.

II. FACTUAL BACKGROUND

In support of this Petition, Bradford Health Services adopts and incorporates all factual allegations, including but not limited to its legal standing to petition SHPDA, contained in its Petition for Declaratory Ruling filed in DR-155. The allegations have never been disputed or contested by Sereno Ridge, and are therefore admitted.

Sereno Ridge is presently offering “a luxury 12-step immersion program for adults battling substance use disorder (SUD).” Exhibit A, <https://www.serenoridgerecovery.com/about-sereno-ridge-recovery> (last visited December 30, 2020). According to Sereno Ridge, “Here, residents live and learn in a serene setting, surrounded by nature and supported by our caring and compassionate team.” *Id.* The team includes Dr. Ammar Alrefai, a board certified specialist in addiction and psychiatric medicine, with 20 years experience specializing in mood and anxiety

disorders, psychotic disorders, and substance abuse disorders; and Dr. Nancy White, a board certified specialist in addiction and family medicine, with 20 years experience in addiction disorders including serving as medical director at other treatment facilities.

Sereno Ridge is promoting itself as a “luxury recovery center.” Exhibit B, “*New luxury recovery center opens in North Alabama,*” https://whnt.com/news/new-luxury-recovery-center-opens-in-north-alabama/?utm_medium=referral&utm_campaign=socialflow&utm_source=t.com (last visited December 30, 2020). Per an interview given by Dr. Nancy White with WHNT News19 in Huntsville, Sereno Ridge offers a 30 to 90 day 12-step recovery program located in an “expansive 16,500 sq. ft. facility featur[ing] resort-style amenities, including an indoor heated pool, fitness center, chef-prepared meals, spacious rooms, and more.” The program is located on a “176-acre campus [with] extensive hiking trails, water fountains, and meditation gardens,” and is limited to “a 16-person capacity, ensuring a discreet environment and small, intimate groups.”

In fact, the rehabilitation services being provided by Sereno Ridge appear to be no different than the services at issue in DR-155. As set forth in the Petition for Declaratory Ruling in DR-155, the website for Sereno Ridge, visited on October 26, 2020, stated that Sereno Ridge will provide “residential treatment services for alcoholism and drug addiction; these services include detox and rehabilitation combining modern medical and behavioral techniques with a focus on abstinence-based recovery using the 12 steps” Exhibit C (emphasis added). In addition, the article published by Huntsville Real-Time News on August 11, 2020, stated as follows regarding Sereno Ridge:

A large showplace home in the north Alabama mountains is being transformed into a residential drug and alcohol addiction treatment center. The new facility named Sereno Ridge Recovery is being developed in a 16,500-square-foot Alpine

log house formerly known as Angelwalk. It is located on 170 acres in Morgan County.

The facility is designed to “serve individuals who may want a more discreet and comfortable environment,” spokeswoman Karen Petersen said. “It’s significantly more intimate than your typical, more institutionalized treatment center.” The center will have an indoor pool, semi-private rooms, a gourmet chef, and more than 170 acres of gardens and hiking trails.

...

The center will treat “all kinds of addiction, including alcohol, prescription medication and illicit drugs,” Petersen said. “We will also provide detox services.”

...

“We will treat 300 people, maximum, per year with a capacity of 16 patients at 90 percent utilization. Adding our capacity only increases supply to 32 percent of demand.” Petersen said.

Both physicians staffing Sereno Ridge Recovery - Dr. Nancy White and Dr. Ammar Alrefai - are board-certified in addition medicine, Petersen said. Alrefai is also board-certified in psychiatry.

“We use evidence-based treatments, such as cognitive behavioral therapy, the ‘12 Steps,’ and other modalities,” Petersen said. “Clients will also participate in experiential therapies, like art therapy, music therapy and yoga. They will have group therapy, as well as individual sessions.”

(Exhibit C).

As previously represented in DR-155, and never disputed by Sereno Ridge, for tax purposes the facility is appraised at over \$2,000,000, and the facility and land have a combined tax appraisal of \$2,352,300. (Exhibit D). In addition, Sereno Ridge entered into a \$2.695 million mortgage with CenterState Bank, N.A., through a loan from the U.S. Small Business Administration. (Exhibits E and F).

As also represented in DR-155, and never disputed by Sereno Ridge, The Institute for Substance Use Disorders, LLC (d/b/a Sereno Ridge) obtained a provider number from the Centers for Medicare and Medicaid Services, effective July 11, 2020. The “NPI Type” is “Organization.” (Exhibit G). The selected taxonomy are: family medicine addiction; counselor addiction (substance use disorder); registered nurse addiction (substance use disorder); and psychiatry and neurology addiction medicine. (Exhibit G).

In addition, based upon Sereno Ridge’s Facebook posts in which it openly advertised that it was now providing residential substance abuse rehabilitation, counsel for Bradford requested that Sereno Ridge cease and desist its violation of the CON law:

As we discussed, Sereno Ridge Recovery appears to be in violation of the representations made at the meeting of the Certificate of Need Review Board on November 18, 2020. I have attached excerpts from the Facebook page of Sereno Ridge Recovery. Sereno Ridge Recovery has other posting which appear to show it is offering services that would require, at a minimum, a request for Letter of Non-Reviewability.

Bradford will have no alternative but to file another Declaratory Ruling unless Sereno Ridge Recovery ceases and desists from offering services that require a Certificate of Need.

(Exhibit H).

However, Sereno Ridge continues to provide residential substance abuse rehabilitation services without appropriate CON review and approval.

III. ALABAMA LAW

As provided by ALABAMA CODE § 22-21-261, a Certificate of Need (CON) program has been established to ensure that health care services and facilities are reviewed and meet the public interest. Section 22-21-261 states as follows:

The Legislature of the State of Alabama declares that it is the public policy of the State of Alabama that a certificate of need program be administered in the state to assure that **only those health care services and facilities found to be in the public interest** shall be offered or developed in the state. It is the purpose of the Legislature in enacting this article **to prevent the construction of unnecessary and inappropriate health care facilities through a system of mandatory reviews** of new institutional health services, as the same are defined in this article.

(Emphasis added).

ALABAMA CODE § 22-21-263(a) also provides “[a]ll new institutional health services which are subject to this article and which are proposed to be offered or developed within the state shall be subject to review under this article.” Section 22-21-263(a) goes on to state that new “institutional health services” include “the construction, development, acquisition through lease or purchase, or other establishment of a new health care facility or health maintenance organization.”

ALABAMA CODE § 22-21-260(9) defines “institutional health services” to be “health services provided in or through health care facilities or health maintenance organizations, including the entities in or through which such services are provided.”

ALABAMA CODE § 22-21-260(6) defines a “health care facility” to specifically include alcohol and drug abuse facilities, stating in part as follows:

General and specialized hospitals, including tuberculosis, psychiatric, long-term care, and other types of hospitals, and related facilities such as, laboratories, out-patient clinics, and central service facilities operated in connection with hospitals; skilled nursing facilities; intermediate care facilities; skilled or intermediate care units operated in veterans’ nursing homes and veterans’ homes, owned or operated by the State Department of Veterans’ Affairs, as these terms are described in Chapter 5A (commencing with Section 31-5A-1) of Title 31, rehabilitation centers; public health centers; facilities for surgical treatment of patients not requiring hospitalization; kidney disease treatment centers, including free-standing hemodialysis units; community mental health centers and related facilities; *alcohol and drug abuse facilities*; facilities for the developmentally

disabled; hospice service providers; and home health agencies and health maintenance organizations.

(Emphasis added).

ALABAMA CODE § 22-21-260(8) defines “health services” as also expressly including alcohol and drug abuse facilities:

Clinically related (i.e., diagnostic, curative, or rehabilitative) services, ***including alcohol, drug abuse***, and mental health services customarily furnished on either an in-patient or out-patient basis by health care facilities, but not including the lawful practice of any profession or vocation conducted independently of a health care facility and in accordance with applicable licensing laws of this state.

(Emphasis added).

Based upon the above statutes, all new health services - - specifically including drug and alcohol abuse services - - provided in or through new health care facilities - - which specifically include alcohol and drug abuse facilities - - are subject to Certificate of Need review.

The SHPDA Certificate of Need Program Rules and Regulations (“SHPDA Rules”) define a “Certificate of Need” to be:

A permit **required by law** before which no person, except as exempted by statute, shall acquire, construct or operate a new institutional health service or acquire major medical equipment, or furnish or offer, or purport to furnish a new institutional health service, or make arrangement or commitment for financing the offering of the new institutional health service or acquiring the major medical equipment.

SHPDA Rule 410-1-2-.19 (emphasis added).

The SHPDA Rules also define “Substance Abuse Rehabilitation Services” to be “[a]ny facility or service (i.e., diagnostic, curative, or rehabilitative) whether acute or subacute which offers treatment of alcohol, drug or other substance abuse on either an inpatient or outpatient basis.” SHPDA Rule 410-1-2-.21.

III. ANALYSIS AND CONCLUSION

Sereno Ridge is undisputedly operating residential rehabilitation services without first obtaining appropriate CON review and approval, despite the representation of Dr. White in her Affidavit that Sereno Ridge would “work with SHPDA and the CON Review Board to obtain appropriate CON review and approvals required for its facility *prior to offering inpatient or residential treatment services for alcohol and drug addiction.*” Presumably, Sereno Ridge believes a CON is not required, despite its admissions otherwise, because Sereno Ridge represents on its website, and Dr. White has represented in interviews, that its rehabilitation services are “non-clinical.”

However, the Alabama state health planning laws, ALA. CODE § 22-21-260, *et. seq.*; SHPDA’s rules and regulations; and the Alabama State Health Plan, § 410-2-4-.11, make no distinction whatsoever between clinical and non-clinical drug abuse and rehabilitation services. In fact, as a matter of law, pursuant to ALA. CODE § 22-21-260(8), diagnostic, curative, and rehabilitative services for alcohol and drug abuse are “clinically related.” Furthermore, SHPDA’s Rules and Regulations define “Substance Abuse Rehabilitation Services” to be “[a]ny **facility or service** (i.e., diagnostic, curative, or rehabilitative) **whether acute or subacute** which offers treatment of alcohol, drug or other substance abuse **on either an inpatient or outpatient basis.**” SHPDA Rule 410-1-2-.21 (emphasis added).

Indeed, Sereno Ridge expressly recognized that offering substance abuse rehabilitation services required a CON. See DR-155, Sereno Ridge Response at 2 (recognizing “that offering residential treatment services for alcohol and drug addiction is subject to CON review”); DR-

155, Affidavit of Nancy White, M.D. (“Sereno Ridge now recognizes that offering residential treatment services for alcohol and drug addiction is subject to CON review.”).

Furthermore, Sereno Ridge is owned and operated, and provides its services through Dr. Alrefai, who is board certified in addiction and psychiatric medicine and who promotes himself as “the treatment center’s Chief Psychiatrist;” and Dr. Nancy White, who is board certified in addiction and family medicine, and has served as the medical director of other treatment facilities and who started Sereno Ridge as “her own program.” Sereno Ridge already possesses a provider number from the Centers for Medicare and Medicaid Services, effective July 11, 2020, where the “NPI Type” is “Organization,” and the selected taxonomy are: family medicine addiction; counselor addiction (substance use disorder); registered nurse addiction (substance use disorder); and psychiatry and neurology addiction medicine. (Exhibit I).

Therefore, for these reasons and the reasons given in DR-155, Sereno Ridge is providing new health care services in a new health care facility, in violation of the CON law. Again, as referenced in Bradford Health Services’s Petition for Declaratory Ruling in DR-155, the CON Review Board was given notice that there are an increasing number of health care providers taking the position that certain projects are not subject to Certificate of Need Review:

There are several requests for nonreviewability that have been published. These are people who are asking to begin to operate facilities or expand facilities or change the status of a facility without going through the CON process. I think the majority of the ones that have been published are somewhat reasonable and traditional, but there are a few that need to be looked at very carefully.

...

So I just want to throw out a cautionary note here that some people may be asking to do things that, upon further and closer examination, may, in fact, need to go through the process rather than be granted nonreviewability.

...

So, you know, under COVID and because of the circumstances, I just feel that some people may want to fly under the radar, so to speak, in order to get things that clearly would have required CON review process, in my opinion at least. And I think that's my concern.

...

And it is more arduous to go through the CON, but in many instances – not all, but in many instances, I believe it is beneficial to the citizens of the state to have that process be aired out in public with plenty of notification for everyone involved. So that's the cautionary note I would put out there.

...

So at this point, I think everything has been done right. I just think that sunlight is always better than darkness.

Certificate of Need Review Board Chairman, Dr. Swaid Swaid, Chairman; Letters of Nonreviewability Proceedings, September 16, 2020 (Exhibit J).

Based upon the evidence of record, Sereno Ridge is one of the increasing numbers of providers that is attempting to evade the CON laws and SHPDA's rules and regulations, by developing a facility, that is expressly and specifically defined as health care facility, without seeking or obtaining a CON.

Accordingly, Bradford Health Services respectfully petitions the CON Review Board to conduct a review of the attached evidentiary material and the material filed in support of DR-155, and following a consideration of the merits and applicable law, to issue a declaratory ruling that Respondent, Institute for Substance Use Disorders, LLC, d/b/a Sereno Ridge Recovery, is operating a health care facility and providing institutional health services, all as defined by law, in violation of the Alabama state health planning laws, ALA. CODE § 22-21-260, *et. seq.*

Respectfully submitted this 5th day of January, 2021.

s/ James E. Williams

JAMES E. WILLIAMS

J. FLYNN MOZINGO

C. MARK BAIN

Attorneys for Addiction and Mental Health
Services, Inc., d/b/a Bradford Health Services

OF COUNSEL:

Melton, Espy & Williams, P.C.

Post Office Drawer 5130

Montgomery, AL 36103-5130

Telephone: (334) 263-6621

Fax: (334) 269-9515

jwilliams@mewlegal.com

fmozingo@mewlegal.com

mbain@mewlegal.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have served a copy of the foregoing by U.S. Mail and/or email transmission to the individuals listed below, on this the 5th day of January, 2021:

SHPDA Online Filing (shpda.online@shpda.alabama.gov)

Jennifer Clark, Esq.

Holly Hosford, Esq.

jclark@bradley.com

hhosford@bradley.com

s/ James E. Williams

OF COUNSEL

Click [here](#) for a message from Sereno Ridge Recovery's Executive Director on the COVID pandemic.



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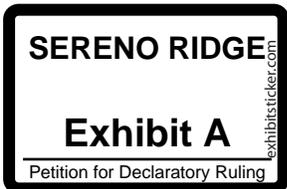
Recovery

/ ABOUT SERENO RIDGE RECOVERY

Sereno Ridge Recovery is proud to offer a luxury 12-step immersion program for adults battling substance use disorder (SUD). Nestled in the beautiful rolling hills of north Alabama, Sereno Ridge Recovery is conveniently located near Birmingham, Atlanta, and Nashville. Huntsville International Airport is available for those traveling further distances. Sereno Ridge Recovery's expansive alpine lodge is surrounded by nature on 176 acres of land with hiking trails and beautiful gardens. Guests can take advantage of amenities like our indoor heated pool and fitness center. While the lodge is spacious, there is a 16-person capacity, ensuring a discreet environment and small, intimate groups.

Once you're here, you may not want to leave. When you do, however, you'll be ready.

We can help you or your loved one build a foundation for lifelong recovery. Learn more about Sereno Ridge Recovery's 12-Step Immersion program by contacting us at [direct] today.



Click [here](#) for a message from Sereno Ridge Recovery's Executive Director on the COVID pandemic.

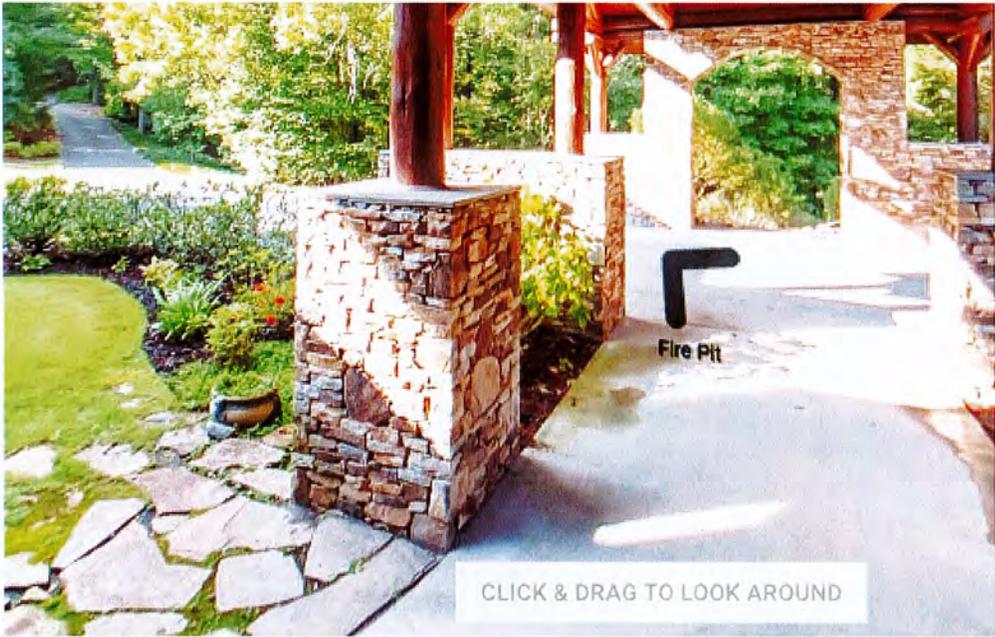
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About Sereno Ridge Recovery



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1/28

Our Program

Sereno Ridge Recovery offers an abstinence-based, non-clinical, peer-supported program for those battling SUD. Here, residents live and learn in a serene setting, surrounded by nature and supported by our caring and compassionate team. Our goal is to help individuals heal in spirit, mind, and body, leaving our campus with the tools needed to achieve lasting recovery. Wherever you are on your journey of overcoming addiction, Sereno Ridge Recovery can help.

Guests will take a deep dive into the 12 Steps, learning how to apply the principles in their everyday lives. They will also work on the whole person—exercising in the gym,

Click [here](#) for a message from Sereno Ridge Recovery's Executive Director on the COVID pandemic.



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Contact Sereno Ridge Recovery

To learn more about our programs, our alpine lodge, and our admissions process, reach out to Sereno Ridge Recovery today. Let our team help you begin your journey to recovery or assist you with a referral for a loved one. Take the first step and contact Sereno Ridge today by calling [DIRECT] or by filling out the secure form below.

Sereno Ridge Recovery is self-pay; financing is available. Our admissions team can walk you through your options.



SERENO RIDGE

Luxury Rehab Center
In Alabama

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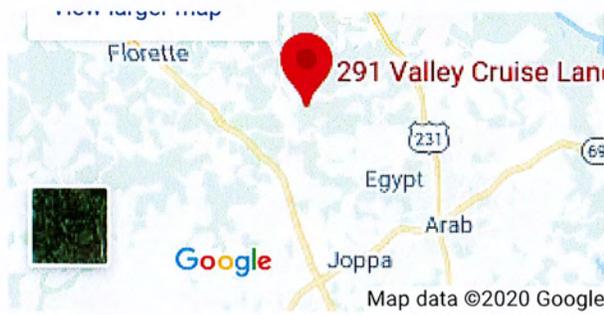
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About Sereno Ridge Recovery



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57°

SERENO RIDGE
Exhibit B
Petition for Declaratory Ruling
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NEWS

New luxury recovery center opens in North Alabama



by: [Lauren Harsen](#)

Posted: Dec 7, 2020 / 06:39 PM CST / Updated: Dec 7, 2020 / 06:39 PM CST

ARAB, Ala. — North Alabama is home to a new luxury recovery center aimed at helping those battling alcohol and drug addiction find hope and healing.

57°

Specialist at Sereno Ridge Recovery.

Nancy White, the Co-Founder and Executive Director of Sereno Ridge says this has been a dream of hers.

“I went to treatment and got into recovery 20 years ago and was fascinated by it... especially the 12 steps, because that’s what gave me my recovery and what I practice on a regular basis to stay clean and sober,” said White.

The recovery center offers a non-clinical approach to the problem of drug and alcohol dependence by using the 12 steps.

“Hard things happen in life, but we develop those tools on how to be okay in here, regardless of what happens out here,” said White. “We learn how to adjust our sails to the wind. We can’t adjust the wind.”

In a release, the Sereno Ridge team described the center:

The expansive 16,500 sq. ft. facility features resort-style amenities, including an indoor heated pool, fitness center, chef-prepared meals, spacious rooms, and more. The 176-acre campus has extensive hiking trails, water fountains, and meditation gardens. While the lodge is spacious, there is a 16-person capacity, ensuring a discreet environment and small, intimate groups.



57°



The Sereno Ridge team expects guest to stay 30-90 days at the center. While the path for recovery looks different for everyone, the goal remains the same.

“By the time they leave here, they are going to, we hope, live life on life’s terms and really have a sense of healing and begun that process of really restoring their spirits and beginning to rebuild their lives,” said Karen Petersen, the Marketing and Business Development Director.

Substance abuse on the rise, but healing is still possi



57°

“Since March, when COVID really hit this area... it has been such an impact,” said Laney. “The relapse rate is going up. Deaths due to substance use, overdose deaths have just skyrocketed. Just the sale of alcohol has gone up since March.”

Laney says the cause of the height in anxiety, depression, and relapses this year stem from the loss of control that many people feel.

“Us as humans, we like to be able to control our situations, we like to control our environment and right now, it just seems like everything is so out of control,” said Laney.

Petersen and White say no matter the circumstances of the outside world, healing can still be achieved.

“When you’re hit with stressors, you have to have the tools to deal with those, which we learn through working on our 12-step recovery program,” said White. “The 12 steps allow us to have peace and serenity and joy in our lives regardless of what’s happening in the world.”

Laney adds that even though people cannot change the pandemic or outcome of the election, they can make changes to bring peace to their own life.

If you or a loved one is struggling with addiction and are looking for help and healing, you can visit www.serenoridgerecovery.com, call 844-4-SERENO (844-473-7366) or email info@serenoridge.com.

[Suggest a Correction](#)

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SERENO RIDGE
Exhibit C
Petition for Declaratory Ruling

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Huntsville Real-Time News

Sereno Ridge Recovery turning mountaintop mansion into a treatment center

Updated Aug 11, 2020; Posted Aug 11, 2020



Sereno Ridge Recovery is being developed in the 16,500-square-foot Alpine log home formerly known as Angelwalk. It is located on 170 acres in Morgan County.

By [Lee Roop | lroop@al.com](mailto:lroop@al.com)

A large showplace home in the north Alabama mountains is being transformed into a residential drug and alcohol addiction treatment center.

The new facility named Sereno Ridge Recovery is being developed in a 16,500-square-foot Alpine log house formerly known as Angelwalk. It is located on 170 acres in Morgan County.

The facility is designed to “serve individuals who may want a more discreet and comfortable environment,” spokeswoman Karen Petersen said. “It’s significantly more intimate than your typical, more institutionalized treatment center.” The center will have an indoor pool, semi-private rooms, a gourmet chef, and more than 170 acres of gardens and hiking trails.

Advertisement

The need for Sereno Ridge Recovery is “tremendous, especially now during the pandemic,” Petersen said. “According to the (American Association of Medical Colleges), alcohol sales have soared since March, and there’s also been a spike in prescription and illicit drug use.” The center will treat “all kinds of addiction, including alcohol, prescription medication and illicit drugs,” Petersen said. “We will also provide detox services.”

Petersen said the Huntsville-Decatur-Albertville area is the second-fastest growing area in Alabama with almost 775,000 residents. It has two residential treatment centers with about 72 beds, she said.

“We will treat 300 people, maximum, per year with a capacity of 16 patients at 90 percent utilization. Adding our capacity only increases supply to 32 percent of demand,” Petersen said.

Both physicians staffing Sereno Ridge Recovery – Dr. Nancy White and Dr. Ammar Alrefai - are board-certified in addiction medicine, Petersen said. Alrefai is also board-certified in psychiatry.

“We use evidence-based treatments, such as cognitive behavioral therapy, the ‘12 Steps,’ and other modalities,” Petersen said. “Clients will also participate in experiential therapies, like art therapy, music therapy and yoga. They will have group therapy, as well as individual sessions.”

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PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
ADDRESS: 291 VALLEY CRUISE LANE ARAB AL 35016
LOCATION: 291 VALLEY CRUISE LANE AL

[111-A-] Baths: **9.5** H/C Sqft: **18,000**
DIST01C Bed Rooms: **0** Land Sch: **ST/HSC**
 Land: **344,700** Imp: **2,007,600** Total: **2,352,300**
 Acres: **0.000** Sales Info: **08/20/1997 \$0**

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2020

SUMMARY LAND SUBDIVISION SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: H1 DISABILITY CODE:
 MUN CODE: 01 COUNTY #1 HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00

CLASS USE:
 FOREST ACRES: 99 TAX SALE:
 PREV YEAR VALUE: \$2,352,300.00 BOE VALUE: 0
 KEY #: 44639

VALUE

LAND VALUE 10% \$28,500
 LAND VALUE 20% \$0
 CURRENT USE VALUE \$69,700

CLASS 2

CLASS 3
 POOL REIN. CONC. 29S1999 \$25,000
 BLDG 1 111 \$1,982,600

TOTAL MARKET VALUE [CU. VALUE: \$2,105,800]: \$2,036,100

Assesment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$210,580	\$1,368.77	\$4,000	\$26.00	\$1,342.77
COUNTY	3	1	\$210,580	\$2,274.26	\$2,000	\$21.60	\$2,252.66
SCHOOL	3	1	\$210,580	\$1,221.36	\$0	\$0.00	\$1,221.36
DIST SCHOOL	3	1	\$210,580	\$2,379.55	\$0	\$0.00	\$2,379.55
CITY	3	1	\$210,580	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$9.90	\$0	\$0.00	\$9.90
FIRETAX	3	1	\$210,580	\$631.74	\$2,000	\$6.00	\$625.74
ASSD. VALUE:			\$210,580.00				
				\$7,885.58			GRAND TOTAL: \$7,831.98

DEEDS

INSTRUMENT NUMBER 1679-0000244
DATE 08/20/1997

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2020		\$0.00
12/12/2019	2019	BRIAN SCOTT/ MAIL	\$7,829.00
12/20/2018	2018	BRIAN SCOTT/MAIL	\$7,826.02
12/18/2017	2017	BRIAN SCOTT/MAIL	\$7,748.21
11/23/2016	2016	BRIAN SCOTT	\$7,766.91
2015-11-16	2015	SCANNED	\$7,763.93
2014-11-04	2014	SCANNED	\$7,760.93
2014-01-02	2013	SCANNED	\$8,090.80
2012-12-11	2012	SCANNED	\$8,087.81
2011-12-06	2011	SCANNED	\$8,084.81
2010-12-20	2010	SCANNED	\$8,081.83
2009-12-30	2009	SCANNED	\$11,192.00
2008-12-31	2008	SCANNED	\$11,189.00
2007-12-11	2007	SCANNED	\$11,257.10
2007-01-09	2006	BRIAN R. SCOTT	\$11,985.60
2005-12-20	2005	BRIAN R SCOTT	\$10,454.50
2004-12-21	2004	BRIAN SCOTT	\$14,229.40
2003-12-22	2003	SCOTT, BRIAN R.	\$1,841.27
2002-10-09	2002	SCOTT, BRIAN R. & LYNNE F.	\$495.85
2001-11-15	2001	SCOTT, BRIAN R. & LYNNE F.	\$495.85
2000-11-08	2000	SCOTT, BRIAN R. & LYNNE F.	\$495.85
1999-12-13	1999	SCOTT, BRIAN R. & LYNNE F.	\$495.85
1998-12-29	1998	SCOTT, BRIAN R. & LYNNE F.	\$341.01
1998-01-27	1997	B. R. SCOTT	\$204.49
1996-12-19	1996	SMITH, CHARLES F. & LILLIAN I.	\$196.65

PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
ADDRESS: 291 VALLEY CRUISE LANE ARAB AL 35016
LOCATION: 291 VALLEY CRUISE LANE AL

[111-A-] Baths: 9.5 H/C Sqft: 18,000
DIST01C Bed Rooms: 0 Land Sch: ST/HSC
Land: 344,700 Imp: 2,007,600 Total: 2,352,300
Acres: 0.000 Sales Info: 08/20/1997 \$0

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2020 v

SUMMARY LAND SURTINCE SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

Sale Date	Price	Deed	Grantor	Grantee
8/20/1997	\$0	1679-0000244		

PROPERTY OWNERSHIP HISTORY:

Tax Year	Entity Name.	Mailing Address
2021	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2020	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2019	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2018	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2017	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2016	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2015	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2014	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2013	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2012	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2011	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2010	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2009	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2008	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2007	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2006	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2005	SCOTT BRIAN R. & LYNNE F.	291 VALLEY CRUISE LANE, ARAB AL - 35016
2004	SCOTT BRIAN R. & LYNNE F.	490 BLUFFVIEW DRIVE, ARAB AL - 35016
2003	SCOTT BRIAN R. & LYNNE F.	490 BLUFFVIEW DRIVE, ARAB AL - 35016
2002	SCOTT BRIAN R. & LYNNE F.	490 BLUFFVIEW DRIVE, ARAB AL - 35016
2001	SCOTT BRIAN R. & LYNNE F.	490 BLUFFVIEW DRIVE, ARAB AL - 35016
2000	SCOTT BRIAN R. & LYNNE F.	490 BLUFFVIEW DRIVE, ARAB AL - 35016
1999	SCOTT BRIAN R. & LYNNE F.	490 BLUFFVIEW DRIVE, ARAB AL - 35016

PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
ADDRESS: 291 VALLEY CRUISE LANE ARAB AL 35016
LOCATION: 291 VALLEY CRUISE LANE AL

[111-A-] Baths: 9.5 H/C Sqft: 18,000
DIST01C Bed Rooms: 0 Land Sch: ST/HSC
 Land: 344,700 Imp: 2,007,600 Total: 2,352,300
 Acres: 0.000 Sales Info: 08/20/1997 \$0

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Tax Year : 2020 ▾

SUMMARY LAND UTILITIES SALES PHYSICALS MAPS

LAND COMPUTATION

		Code	Acreage	Square Foot	Market Value	CU. Value
A/CA3/LAND	3	823 PASTURE (POOR B3)	36	0	\$115,200.00	<u>\$11,200.00</u>
A/CC1/LAND	3	831 TIMBER (GOOD C1)	48	0	\$129,600.00	<u>\$37,100.00</u>
A/CC3/LAND	3	833 TIMBER (POOR C3)	51	0	\$71,400.00	<u>\$21,400.00</u>
ST/HSC	3	111 SINGLE FAMILY	5	0	\$28,500.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1:
SUB DIVISON2:

MAP BOOK: PAGE:
MAP BOOK: PAGE:

PRIMARY BLOCK:
PRIMARY LOT:

SECONDARY BLOCK:
SECONDARY LOT:

SECTION: 36
CONDO NAME:

TOWNSHIP: 7S
CONDO BOOK: PAGE:

RANGE: 1W
CONDO UNITS: 0

METES AND BOUNDS: SW1/4 OF NW1/4; N1/2 OF SW1/4 & N 1/2 OF SE1/4 OF SW1/4 ALL IN SEC 36, T7S, R1W

SALES INFORMATION

8/20/1997

\$0.00

BOOK:1679 PAGE:0000244

Land & Building

PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
ADDRESS: 291 VALLEY CRUISE LANE ARAB AL 35016
LOCATION: 291 VALLEY CRUISE LANE AL

[111-A-] Baths: **9.5** H/C Sqft: **18,000**
DIST01C Bed Rooms: **0** Land Sch: **ST/HSC**
 Land: **344,700** Imp: **2,007,600** Total: **2,352,300**
 Acres: **0.000** Sales Info: **08/20/1997 \$0**

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Tax Year : 2020

[SEARCH](#) [AND](#) [BUILDINGS](#) [SALES](#) [PHOTOS/ARMS](#) [MAPS](#)

[Bldg_1](#) [Bldg_MISCIMP_1](#)

BUILDINGS

GENERAL INFO

Parcel 18 07 36 0 000 004.000
 Building 1
 Type 111
 Eff. Type 111
 Built 2003 [2003]
 Class A-
 No. Stories 2 No. Rooms 0
 Assmt. Class 3 Bldg. Ht. 0

Current Owners

SCOTT BRIAN R. & LYNNE F.

291 VALLEY CRUISE LANE
ARAB AL 35016

1679-0000244

Last Modified: 04/16/2018

BUILDING VALUE

Base Area 12755
 Base Rate \$80.71
 Const. Units 107
 Adj. Rate \$86.36
 Total Adj. Area 23625
 Sub Total \$2,040,255.00
 Extra Features \$216,080.00
 Base Cost \$2,256,335.00
 Index 1.01
 Replacement Cost \$2,278,898.00
 Condition 87
 Value \$1,982,642.00
 Market Adj. 0
 Final Value \$1,982,600.00
 Misc. Imp. \$0.00
TOTAL IMP. VALUE \$1,982,600.00

Construction Units

Category	SubCategory	Code	Percent	Units
FOUNDATION	WOOD SUBFLOOR	S09	100	0
EXTERIOR WALLS	LOGS	W29	75	28
EXTERIOR WALLS	STONE, ROUGH	W19	25	18
ROOF TYPE	HIP-GABLE	T02	100	8
ROOF MATERIAL	ASPHALT SHINGLES, HEAVY	M22	100	5
FLOORS	HARDWOOD	F08	100	16
INTERIOR FINISH	PLYWOOD	I11	100	24
PLUMBING	AVERAGE	P03	1	8
Total				107

Extra Features

Code	SubCategory	Qty	Sqft	Base	Total
HT11106	HEAT/AC FHA/AC	1	18000	\$6.30	\$113,400.00
PLA0002	BATH 2FIX	13	0	\$2,840.00	\$36,920.00
PLA005W	BATH 5FIX (WHIRLPOOL TUB)	1	0	\$11,540.00	\$11,540.00
PLA0004	BATH 4FIX	1	0	\$5,690.00	\$5,690.00
FPA0007	FIREPLACE +2 W/ 1 OPENING	2	0	\$5,480.00	\$10,960.00
FPA0003	FIREPLACE +1 PREFAB	17	0	\$2,210.00	\$37,570.00
Total					\$216,080.00

MISC IMPROVEMENTS

Code	Assmt.	SubCategory	Size	Value
				TOTAL: \$0.00

APPENDAGES

Symbol	Decimal	Area	Adjusted Area
1+1	1	12755	12755
G 0.6	0.6	2550	1530
1/2H	0.5	2550	1275
B 0.3	0.3	10697	3209
+2	1	3970	3970
OP 0.2	0.2	2105	421
OP 0.2	0.2	2105	421
OP 0.2	0.2	112	22
OP 0.2	0.2	112	22
TOTAL:			23625 Sqft

PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
ADDRESS: 291 VALLEY CRUISE LANE ARAB AL 35016
LOCATION: 291 VALLEY CRUISE LANE AL

[111-A-] Baths: **9.5** H/C Sqft: **18,000**
DIST01C Bed Rooms: **0** Land Sch: **ST/HSC**
 Land: **344,700** Imp: **2,007,600** Total: **2,352,300**
 Acres: **0.000** Sales Info: **08/20/1997 \$0**

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Tax Year : 2020 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

[Bldg 1](#) [Bldg_MISCIIMP 1](#)

BUILDINGS

GENERAL INFO

Parcel 18 07 36 0 000 004.000
 Building MISCIIMP 1
 Type MISCIIMP
 Eff. Type MISCIIMP
 Built 0 [0]
 Class
 No. Stories 0 No. Rooms 0
 Assmt. Class 3 Bldg. Ht. 0

Current Owners
SCOTT BRIAN R. & LYNNE F.

291 VALLEY CRUISE LANE
ARAB AL 35016

1679-0000244

Last Modified: 04/16/2018

BUILDING VALUE

Base Area 0
 Base Rate \$0.00
 Const. Units 0
 Adj. Rate \$0.00
 Total Adj. Area 0
 Sub Total \$0.00
 Extra Features \$0.00
 Base Cost \$0.00
 Index 1.01
 Replacement Cost \$0.00
 Condition 0
 Value \$0.00
 Market Adj. 7
 Final Value \$0.00
 Misc. Imp. \$25,000.00
TOTAL IMP. VALUE \$25,000.00

Construction Units

Category	SubCategory	Code	Percent	Units
			Total	0

Extra Features

Code	SubCategory	Qty	Sqft	Base	Total
				Total	\$0.00

MISC IMPROVEMENTS

Code	Assmt.	SubCategory	Size	Value
29S1999	3	POOL REIN. CONC. SMOOTH 1999 AND UNDER SQ FT	576	\$25,000.00
				TOTAL: \$25,000.00

APPENDAGES

Symbol	Decimal	Area	Adjusted Area
			TOTAL: 0 Sqft

PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
ADDRESS: 291 VALLEY CRUISE LANE ARAB AL 35016
LOCATION: 291 VALLEY CRUISE LANE AL

[111-A-]
DIST01C
Land: **344,700**
Acres: **0.000**

Baths: **9.5**
Bed Rooms: **0**
Imp: **2,007,600**
Sales Info: **08/20/1997 \$0**

H/C Sqft: **18,000**
Land Sch: **ST/HSC**
Total: **2,352,300**

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SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAP



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PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
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DIST01C
Land: **344,700**
Acres: **0.000**

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Bed Rooms: **0**
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Sales Info: **08/20/1997 \$0**

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SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS



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Land: **344,700**
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Sales Info: **08/20/1997 \$0**
H/C Sqft: **18,000**
Land Sch: **ST/HSC**
Total: **2,352,300**

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PARCEL #: 18 07 36 0 000 004.000
OWNER: SCOTT BRIAN R. & LYNNE F.
ADDRESS: 291 VALLEY CRUISE LANE ARAB AL 35016
LOCATION: 291 VALLEY CRUISE LANE AL

[111-A-]
DIST01C
Land: **344,700**
Acres: **0.000**

Baths: **9.5**
Bed Rooms: **0**
Imp: **2,007,600**
Sales Info: **08/20/1997 \$0**

H/C Sqft: **18,000**
Land Sch: **ST/HSC**
Total: **2,352,300**

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LOCATION: 291 VALLEY CRUISE LANE AL

[111-A-]
DIST01C
Land: **344,700**
Acres: **0.000**

Baths: **9.5**
Bed Rooms: **0**
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Sales Info: **08/20/1997 \$0**

H/C Sqft: **18,000**
Land Sch: **ST/HSC**
Total: **2,352,300**

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Land: **344,700** Imp: **2,007,600** Total: **2,352,300**
Acres: **0.000** Sales Info: **08/20/1997 \$0**

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Tax Year : 2020 ▾

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ADDRESS: 291 VALLEY CRUISE LANE ARAB AL 35016
LOCATION: 291 VALLEY CRUISE LANE AL

[111-A-]
DIST01C
Land: **344,700**
Acres: **0.000**

Baths: **9.5**
Bed Rooms: **0**
Imp: **2,007,600**
Sales Info: **08/20/1997 \$0**

H/C Sqft: **18,000**
Land Sch: **ST/HSC**
Total: **2,352,300**

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Tax Year : 2020 ▾

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Land: 344,700 Imp: 2,007,600 Total: 2,352,300
Acres: 0.000 Sales Info: 08/20/1997 \$0

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Tax Year : 2020 ▾

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Property Detail Report
 For Property Located At :
 291 VALLEY CRUISE LN, ARAB, AL 35016-9402



Owner Information

Owner Name: 291 VALLEY CRUISE LANE LLC
 Mailing Address: 4525 COLEWOOD CIR SE, HUNTSVILLE AL 35802-1887 C037
 Vesting Codes: // CO

Location Information

Legal Description: SW1/4 OF NW1/4; N1/2 OF SW1/4 & N 1/2 OF SE1/4 OF SW1/4 ALL IN SEC 36, T7S, R1W
 County: MORGAN, AL APN: 18-07-36-0-000-004,000
 Census Tract / Block: 56.00 / 3 Alternate APN: 044639
 Township-Range-Sect: 7S-1W-36 Subdivision:
 Legal Book/Page: Map Reference: /
 Legal Lot: Tract #:
 Legal Block: School District:
 Market Area: School District Name:
 Neighbor Code: COUNTY Munic/Township: COUNTY

Owner Transfer Information

Recording/Sale Date: / Deed Type:
 Sale Price: 1st Mtg Document #:
 Document #:

Last Market Sale Information

Recording/Sale Date: 03/13/2020 / 02/25/2020 1st Mtg Amount/Type: \$1,100,000 / CONV
 Sale Price: \$2,450,000 1st Mtg Int. Rate/Type: /
 Sale Type: 1st Mtg Document #: 2020-9238
 Document #: 2020-2234 2nd Mtg Amount/Type: /
 Deed Type: WARRANTY DEED 2nd Mtg Int. Rate/Type: /
 Transfer Document #: Price Per SqFt: \$136.11
 New Construction: Multi/Split Sale: MULTIPLE
 Title Company: ATTORNEY ONLY
 Lender: CENTERSTATE BK NA
 Seller Name: SCOTT BRIAN R & LYNNE F

Prior Sale Information

Prior Rec/Sale Date: / 08/20/1997 Prior Lender:
 Prior Sale Price: Prior 1st Mtg Amt/Type: /
 Prior Doc Number: 1679-244 Prior 1st Mtg Rate/Type: /
 Prior Deed Type: DEED (REG)

Property Characteristics

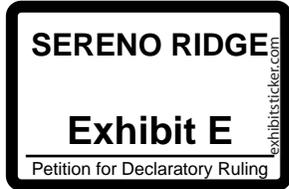
Gross Area: 18,000	Parking Type:	Construction:
Living Area: 18,000	Garage Area:	Heat Type: FORCED AIR
Tot Adj Area: 23,625	Garage Capacity:	Exterior wall: LOG
Above Grade: 18,000	Parking Spaces:	Porch Type:
Total Rooms:	Basement Area:	Patio Type:
Bedrooms:	Finish Bsmnt Area:	Pool:
Bath(F/H): /	Basement Type:	Air Cond: DUAL UNIT
Year Built / Eff: 2003 / 2003	Roof Type: GABLE	Style:
Fireplace: Y / 19	Foundation: WOOD	Quality:
# of Stories: 2	Roof Material: ASPHALT SHINGLE	Condition: AVERAGE
Other Improvements: Building Permit		

Site Information

Zoning: Acres: 140.00 County Use: SINGLE FAMILY (111)
 Lot Area: 6,098,400 Lot Width/Depth: x State Use:
 Land Use: SFR Res/Comm Units: / Water Type:
 Site Influence: Sewer Type:

Tax Information

Total Value: \$2,352,300	Assessed Year: 2019	Property Tax: \$7,829.00
Land Value: \$344,700	Improved %: 85%	Tax Area: 01
Improvement Value: \$2,007,600	Tax Year: 2019	Tax Exemption:
Total Taxable Value:		



Type: MTG
Filed/Cert: 4/1/2020 11:42:00 AM
Fee Amt: \$43.25 Page 1 of 8
Mtg Tax: \$1,468.05
Madison County,AL
FRANK BARGER Probate Judge

File# 2020-00022889

DOCUMENTS PREPARED BY AND
UPON RECORDING RETURN TO:

REID H. HARBIN, ESQ.
HARBIN & MILLER, LLC
5591 CHAMBLEE DUNWOODY RD.
BLDG. 1300, STE. 300.
DUNWOODY, GEORGIA 30338

CENTERSTATE BANK, N.A.

This Mortgage is additional
collateral for a guarantee.
The lien of this Mortgage is
limited to \$978,660.00 and
mortgage tax shall be paid
on this amount.

ACCOMMODATION MORTGAGE
(Participation)

This mortgage made and entered into this 20 day of March, 2020, by and between

Ammar Alrefai and Huda Karzoun, husband and wife,

(hereinafter collectively referred to as mortgagor) and

CenterState Bank, N.A.

(hereinafter referred to as mortgagee), who maintains an office and place of business at 1951 8th St NW,
Winter Haven, FL 33881.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby
acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee,
his successors and assigns, all of the following described property situated and being in the County of
Madison, State of Alabama.

Instrument #: 2020-00022889 Seq: 1

Property legally described on attached Exhibit "A" which exhibit is incorporated herein by this reference.

Commonly known as 105 Southern Pointe Dr, Madison, AL 35758.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that they are lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the Unconditional Guarantees of Ammar Alrefai and Huda Karzoun of a variable promissory note of even date herewith with a maturity date of March 20, 2045. Said promissory note is made by 291 Valley Cruise Lane, LLC and Institute for Substance Use Disorders, LLC in favor of mortgagee. Notwithstanding anything contained herein, the lien of this mortgage is limited to \$978,660.00.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.R.F. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. They will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. They will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. They will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the

property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. They will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. They will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. They will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that they will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises. Notwithstanding anything above, mortgagee acknowledges and consents to a prior mortgage in favor of Progress Bank & Trust in the original principal amount of \$250,000.00.

i. They will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or its assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if they shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the same mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to

pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a public foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisalment.

6. In the event the mortgagor fails to pay any Federal, state or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 105 Southern Pointe Dr, Madison, AL 35758 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 1951 8th St NW, Winter Haven, FL 33881.

11. No conveyance of said property, or any part thereof, shall be made by mortgagor without the written consent of mortgagee. Should the property covered by this mortgage be conveyed by the mortgagor, its successors or assigns to any third party without the written consent of the mortgagee, then at the option of the mortgagee, the whole sum of the principal and interest payable under the Note or Notes secured hereby shall become immediately due and payable.

12. Mortgagor expressly waives all homestead and redemption rights and exemptions. The foregoing constitutes a statement of non-homestead.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA

does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

[Signature] (SEAL)
Ammar Alrefai

[Signature] (SEAL)
Huda Karzoun

STATE OF ALABAMA

COUNTY OF Madison

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ammar Alrefai and Huda Karzoun, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26 day of March, 2020.



Brandy Ikard
Notary Public
My Commission Expires: _____ My Commission Expires
June 28, 2022

STATE OF ALABAMA)
COUNTY OF MADISON)

EXHIBIT "A"

LOT 181, CLIFF'S COVE, EIGHTH ADDITION, A RESUBDIVISION OF TRACT NO. 3E AND A PORTION OF TRACT NO. 3D OF CLIFF'S COVE, TRACT THREE, A RESUBDIVISION OF TRACT NUMBER THREE OF CLIFF'S COVE, AS RECORDED IN PLAT BOOK 37, PAGE 75, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN PLAT BOOK 42, PAGE 57.

File/Cert: 04/01/2020 11:42:00 AM
Fee Amt: \$43.25 Page 8 of 8
Mtg Tax: \$1,468.05
Madison County, AL
FRANK BARGER Probate Judge
File Number: 2020-00022889

Type: ASSIGNRL
Filed/Cert: 4/1/2020 11:43:00 AM
Fee Amt: \$35.75 Page 1 of 5
Madison County,AL
FRANK BARGER Probate Judge

File# 2020-00022890

DOCUMENTS PREPARED BY AND
UPON RECORDING RETURN TO:

REID H. HARBIN, ESQ.
HARBIN & MILLER, LLC
5591 CHAMBLEE DUNWOODY RD., BLDG. 1300, STE. 300.
DUNWOODY, GEORGIA 30338

CENTERSTATE BANK, N.A.

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, Ammar Alrefai and Huda Karzoun, husband and wife, whose address is 105 Southern Pointe Dr, Madison, AL 35758 (hereinafter collectively referred to as the "Grantor"), said Grantor being the fee owners of premises situated in the County of Madison, State of Alabama, and described as follows:

See Exhibit "A" (commonly known as 105 Southern Pointe Dr, Madison, AL 35758) attached hereto and made a part hereof (the "Premises").

AND, WHEREAS, CenterState Bank, N.A., having its principal place of business at 1951 8th St NW, Winter Haven, FL 33881 (hereinafter referred to as the "Lender"), is the owner and holder of a SBA Note of even date herewith secured by Mortgage and Security Agreement, Accomodation Mortgages as additional collateral for guarantees, Security Agreement and UCC Financing Statements (the SBA Note, Mortgage and Security Agreement, Accomodation Mortgages as additional collateral for guarantees, Security Agreement and UCC Financing Statements are hereinafter collectively referred to as the "Loan Documents") evidencing a loan to 291 Valley Cruise Lane, LLC and Institute for Substance Use Disorders, LLC (collectively, the "Borrower"); and

Assignment of Leases & Rents

Instrument #: 2020-00022890 Seq: 1

WHEREAS, Lender, as a condition to making the loan, has required an assignment of the leases and rents affecting the Premises as additional security for said loan and for the performance by Grantor of each and all of Grantor's obligations, covenants, promises and agreements as set forth in the Loan Documents between the parties hereto bearing even date herewith, in this Agreement, and in any other instrument securing said loan, and any extensions, modifications and renewals thereof;

NOW THEREFORE, in consideration of Lender making said loan, Grantor hereby grants, assigns, transfers and sets over unto Lender all right, title and interest of Grantor in and to all rents, issues and profits from or affecting the Premises described herein, together with Grantor's right, title and interest in and to any and all leases for the use and occupation of the Premises described herein, which are now in existence or which may be executed in the future during the term of this Assignment.

Lender, by acceptance of this Assignment, covenants and agrees to and with Grantor, that, until a default shall occur in the performance of Grantor's covenants or in the making of the payments provided for in the Loan Documents, or any other instrument securing the balance due (and, in each case, after the expiration of all cure periods, if any), Grantor may receive, collect and enjoy the rents, issues and profits accruing under said leases but it is covenanted and agreed by Grantor that, upon the happening of any default in the performance of the covenants or in the making of the payments provided for in the Loan Documents, or any other instrument securing the balance due, bearing even date herewith, Lender may, at its option, receive and collect all the said rents, issues and profits in the name of Grantor or in its own name as assignee.

Grantor, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the Loan Documents, or any other instrument securing the balance due and, in each case, after the expiration of all cure periods, if any, hereby authorizes and empowers Lender, at its option, to enter upon the said Premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said Premises; Grantor hereby authorizes Lender in general to perform all acts necessary for the operation and maintenance of said Premises in the same manner and to the same extent that Grantor might reasonably so act. Lender shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within Assignment and from the Premises, to any amounts due Lender from Grantor under the terms and provisions of the Loan Documents, and any other instrument securing the balance due. The manner of the application of such net income and the items which shall be credited shall be within the sole discretion of Lender. While acting pursuant to this Agreement, Lender shall not be liable for failure to collect rents, but may make reasonable efforts to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

Grantor hereby covenants and warrants to Lender that Grantor has not executed any prior assignment of said leases or rentals, nor has Grantor performed any acts or executed any other instrument which might prevent Lender from operating under any of the terms and conditions of this Assignment, or which would limit Lender in such operations. Grantor covenants not to collect the rents of said Premises in advance, other than as required to be paid in advance by the terms of

any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to Lender of this Assignment.

Grantor hereby irrevocably authorizes and directs the tenants and any successor to their interests, upon receipt of any written request of Lender stating that a default exists in the payments due under or in the performance of any of the terms, covenants or conditions of the Loan Documents, or any other instrument securing the balance due, to pay to Lender the rents due and to become due under the leases. Grantor agrees that each tenant shall have the right to rely upon any such statement and requests without any obligation or right to inquire as to whether such default actually exists, notwithstanding any notice from or claim of Grantor to the contrary. Grantor shall have no right to claim against the tenants for any such rents so paid by tenant to Lender. Upon the curing of all defaults, Lender shall give written notice thereof to each tenant; and thereafter, until the possible receipt of any further similar written requests of Lender, tenants shall pay the rents to Grantor.

Nothing herein shall be construed so as to deprive Lender of any of its rights under the provisions of the Loan Documents, or any other instrument securing the balance due, whether or not it exercise its rights under this Agreement.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[SIGNATURES ON FOLLOWING PAGE]

A release of said Mortgage securing the guarantees of Grantor shall automatically constitute and be considered as an effective and complete release of this Agreement.

Dated: 3/20, 2020.

[Signature] (SEAL)
Ammar Alrefai

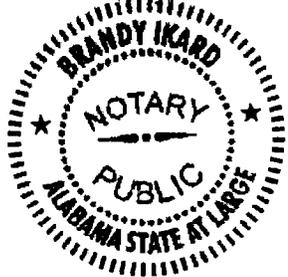
[Signature] (SEAL)
Huda Karzoun

STATE OF Alabama

COUNTY OF Madison

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ammar Alrefai and Huda Karzoun, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20 day of March, 2020.



Brandy Ikard
Notary Public My Commission Expires: June 28, 2022

STATE OF ALABAMA)
COUNTY OF MADISON)

EXHIBIT "A"

LOT 181, CLIFF'S COVE, EIGHTH ADDITION, A RESUBDIVISION OF TRACT NO. 3E AND A PORTION OF TRACT NO. 3D OF CLIFT'S COVE, TRACT THREE, A RESUBDIVISION OF TRACT NUMBER THREE OF CLIFT'S COVE, AS RECORDED IN PLAT BOOK 37, PAGE 75, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN PLAT BOOK 42, PAGE 57.

File/Cert: 04/01/2020 11:43:00 AM
Fee Amt: \$35.75 Page 5 of 5
Madison County, AL
FRANK BARGER Probate Judge
File Number: 2020-00022890

Instrument #: 2020-00022890 Seq: 5

Type: MTG
Filed/Cert: 4/1/2020 11:45:00 AM
Fee Amt: \$43.25 Page 1 of 8
Mtg Tax: \$339.00
Madison County,AL
FRANK BARGER Probate Judge

File# 2020-00022892

DOCUMENTS PREPARED BY AND
UPON RECORDING RETURN TO:

REID H. HARBIN, ESQ.
HARBIN & MILLER, LLC
5591 CHAMBLEE DUNWOODY RD.
BLDG. 1300, STE. 300.
DUNWOODY, GEORGIA 30338

CENTERSTATE BANK, N.A.

This Mortgage is additional collateral for a guarantee. The lien of this Mortgage is limited to \$226,000.00 and mortgage tax shall be paid on this amount.

ACCOMMODATION MORTGAGE
(Participation)

This mortgage made and entered into this 10 day of March, 2020, by and between

Andrew White and Nancy White, husband and wife,

(hereinafter collectively referred to as mortgagor) and

CenterState Bank, N.A.

(hereinafter referred to as mortgagee), who maintains an office and place of business at 1951 8th St NW, Winter Haven, FL 33881.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Madison, State of Alabama.

Instrument #: 2020-00022892 Seq: 1

Property legally described on attached Exhibit "A" which exhibit is incorporated herein by this reference.

Commonly known as 4525 Colewood Cir, SE, Huntsville, AL 35802.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that they are lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the Unconditional Guarantees of Andrew White and Nancy White of a variable promissory note of even date herewith with a maturity date of March 20, 2045. Said promissory note is made by 291 Valley Cruise Lane, LLC and Institute for Substance Use Disorders, LLC in favor of mortgagee. Notwithstanding anything contained herein, the lien of this mortgage is limited to \$226,000.00.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.R.F. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. They will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. They will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. They will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the

property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. They will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. They will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. They will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that they will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises. Notwithstanding anything above, mortgagee acknowledges and consents to a prior mortgage in favor of CenterState Bank in the original principal amount of \$543,750.00.

i. They will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or its assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if they shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the same mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to

pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a public foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisalment.

6. In the event the mortgagor fails to pay any Federal, state or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 4525 Colewood Cir, SE, Huntsville, AL 35802 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 1951 8th St NW, Winter Haven, FL 33881.

11. No conveyance of said property, or any part thereof, shall be made by mortgagor without the written consent of mortgagee. Should the property covered by this mortgage be conveyed by the mortgagor, its successors or assigns to any third party without the written consent of the mortgagee, then at the option of the mortgagee, the whole sum of the principal and interest payable under the Note or Notes secured hereby shall become immediately due and payable.

12. Mortgagor expressly waives all homestead and redemption rights and exemptions. The foregoing constitutes a statement of non-homestead.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA

does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Andrew White (SEAL)
Andrew White

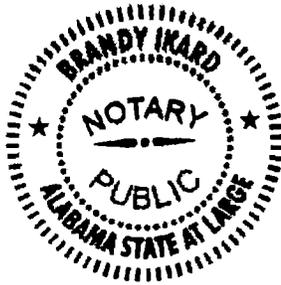
Nancy White (SEAL)
Nancy White

STATE OF ALABAMA

COUNTY OF Madison

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew White and Nancy White, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20 day of March, 2020.



Brandy Ikard
Notary Public My Commission Expires
My Commission Expires: June 28, 2022

STATE OF ALABAMA)
COUNTY OF MADISON)

EXHIBIT "A"

LOT 18, ACCORDING TO THE MAP OF PLAT OF WALTON'S MOUNTAIN, (A RESUBDIVISION OF LOT 4A, A RESUBDIVISION OF LOT 4 OF FLEMING PROPERTIES AS RECORDED IN PLAT BOOK 34, PAGE 42), AS RECORDED IN PLAT BOOK 35, PAGE 53, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

File/Cert: 04/01/2020 11:45:00 AM
Fee Amt: \$43.25 Page 8 of 8
Mtg Tax: \$339.00
Madison County, AL
FRANK BARGER Probate Judge
File Number: 2020-00022892

Instrument #: 2020-00022892 Seq: 8

Type: ASSIGNRL
Filed/Cert: 4/1/2020 11:45:00 AM
Fee Amt: \$35.75 Page 1 of 5
Madison County,AL
FRANK BARGER Probate Judge

File# 2020-00022893

DOCUMENTS PREPARED BY AND
UPON RECORDING RETURN TO:

REID H. HARBIN, ESQ.
HARBIN & MILLER, LLC
5591 CHAMBLEE DUNWOODY RD., BLDG. 1300, STE. 300.
DUNWOODY, GEORGIA 30338

CENTERSTATE BANK, N.A.

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, Andrew White and Nancy White, husband and wife, whose address is 4525 Colewood Cir, SE, Huntsville, AL 35802 (hereinafter collectively referred to as the "Grantor"), said Grantor being the fee owners of premises situated in the County of Madison, State of Alabama, and described as follows:

See Exhibit "A" (commonly known as 4525 Colewood Cir, SE, Huntsville, AL 35802) attached hereto and made a part hereof (the "Premises").

AND, WHEREAS, CenterState Bank, N.A., having its principal place of business at 1951 8th St NW, Winter Haven, FL 33881 (hereinafter referred to as the "Lender"), is the owner and holder of a SBA Note of even date herewith secured by Mortgage and Security Agreement, Accommodation Mortgages as additional collateral for guarantees, Security Agreement and UCC Financing Statements (the SBA Note, Mortgage and Security Agreement, Accommodation Mortgages as additional collateral for guarantees, Security Agreement and UCC Financing Statements are hereinafter collectively referred to as the "Loan Documents") evidencing a loan to 291 Valley Cruise Lane, LLC and Institute for Substance Use Disorders, LLC (collectively, the "Borrower"); and

Assignment of Leases & Rents

Instrument #: 2020-00022893 Seq: 1

WHEREAS, Lender, as a condition to making the loan, has required an assignment of the leases and rents affecting the Premises as additional security for said loan and for the performance by Grantor of each and all of Grantor's obligations, covenants, promises and agreements as set forth in the Loan Documents between the parties hereto bearing even date herewith, in this Agreement, and in any other instrument securing said loan, and any extensions, modifications and renewals thereof;

NOW THEREFORE, in consideration of Lender making said loan, Grantor hereby grants, assigns, transfers and sets over unto Lender all right, title and interest of Grantor in and to all rents, issues and profits from or affecting the Premises described herein, together with Grantor's right, title and interest in and to any and all leases for the use and occupation of the Premises described herein, which are now in existence or which may be executed in the future during the term of this Assignment.

Lender, by acceptance of this Assignment, covenants and agrees to and with Grantor, that, until a default shall occur in the performance of Grantor's covenants or in the making of the payments provided for in the Loan Documents, or any other instrument securing the balance due (and, in each case, after the expiration of all cure periods, if any), Grantor may receive, collect and enjoy the rents, issues and profits accruing under said leases but it is covenanted and agreed by Grantor that, upon the happening of any default in the performance of the covenants or in the making of the payments provided for in the Loan Documents, or any other instrument securing the balance due, bearing even date herewith, Lender may, at its option, receive and collect all the said rents, issues and profits in the name of Grantor or in its own name as assignee.

Grantor, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the Loan Documents, or any other instrument securing the balance due and, in each case, after the expiration of all cure periods, if any, hereby authorizes and empowers Lender, at its option, to enter upon the said Premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said Premises; Grantor hereby authorizes Lender in general to perform all acts necessary for the operation and maintenance of said Premises in the same manner and to the same extent that Grantor might reasonably so act. Lender shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within Assignment and from the Premises, to any amounts due Lender from Grantor under the terms and provisions of the Loan Documents, and any other instrument securing the balance due. The manner of the application of such net income and the items which shall be credited shall be within the sole discretion of Lender. While acting pursuant to this Agreement, Lender shall not be liable for failure to collect rents, but may make reasonable efforts to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

Grantor hereby covenants and warrants to Lender that Grantor has not executed any prior assignment of said leases or rentals, nor has Grantor performed any acts or executed any other instrument which might prevent Lender from operating under any of the terms and conditions of this Assignment, or which would limit Lender in such operations. Grantor covenants not to collect the rents of said Premises in advance, other than as required to be paid in advance by the terms of

any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to Lender of this Assignment.

Grantor hereby irrevocably authorizes and directs the tenants and any successor to their interests, upon receipt of any written request of Lender stating that a default exists in the payments due under or in the performance of any of the terms, covenants or conditions of the Loan Documents, or any other instrument securing the balance due, to pay to Lender the rents due and to become due under the leases. Grantor agrees that each tenant shall have the right to rely upon any such statement and requests without any obligation or right to inquire as to whether such default actually exists, notwithstanding any notice from or claim of Grantor to the contrary. Grantor shall have no right to claim against the tenants for any such rents so paid by tenant to Lender. Upon the curing of all defaults, Lender shall give written notice thereof to each tenant; and thereafter, until the possible receipt of any further similar written requests of Lender, tenants shall pay the rents to Grantor.

Nothing herein shall be construed so as to deprive Lender of any of its rights under the provisions of the Loan Documents, or any other instrument securing the balance due, whether or not it exercise its rights under this Agreement.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[SIGNATURES ON FOLLOWING PAGE]

A release of said Mortgage securing the guarantees of Grantor shall automatically constitute and be considered as an effective and complete release of this Agreement.

Dated: 3/20, 2020.

[Signature] (SEAL)
Andrew White

[Signature] (SEAL)
Nancy White

STATE OF Alabama

COUNTY OF Madison

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew White and Nancy White, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20 day of March, 2020.



Brandy Ikard
Notary Public
My Commission Expires: June 28, 2022

STATE OF ALABAMA)
COUNTY OF MADISON)

EXHIBIT "A"

LOT 18, ACCORDING TO THE MAP OF PLAT OF WALTON'S MOUNTAIN, (A RESUBDIVISION OF LOT 4A, A RESUBDIVISION OF LOT 4 OF FLEMING PROPERTIES AS RECORDED IN PLAT BOOK 34, PAGE 42), AS RECORDED IN PLAT BOOK 35, PAGE 53, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

File/Cert: 04/01/2020 11:45:00 AM
Fee Amt: \$35.75 Page 5 of 5
Madison County, AL
FRANK BARGER Probate Judge
File Number: 2020-00022893

Instrument #: 2020-00022893 Seq: 5

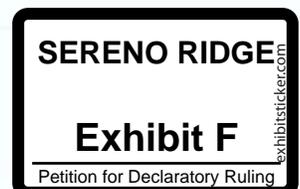


UCC Filing 20-7142760	
Filing Type	Business
Total Pages	3
Original Filing Date/Time	4-6-2020 1:02 PM
Status	Active
Expiration Date	4-6-2025

Financing Statement	
Filing Date/Time	4-6-2020 12:02 PM
Pages Filed	3
Debtor Information	291 VALLEY CRUISE LANE, LLC 291 VALLEY CRUISE LANE ARAB, AL 35760
Debtor Information	INSTITUTE FOR SUBSTANCE USE DISORDERS, LLC 291 VALLEY CRUISE LANE ARAB, AL 35760
Secured Party Information	CENTERSTATE BANK, N.A. 1951 8TH ST NW WINTER HAVEN, FL 33881

[Browse Results](#)

[New Search](#)



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Jennifer Miller 404-446-4995	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Harbin & Miller, LLC 5591 Chamblee Dunwoody Rd. Bldg 1300, Ste. 300 Dunwoody, GA 30338 USA	

Alabama Sec. Of State

B 20-7142760 FS
Date 04/06/2020
Time 12:02 PM
200406 3 Pg

File \$15.00
Access \$9.75
Conv \$5.50
Total \$30.25
56341338

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME 291 Valley Cruise Lane, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 291 Valley Cruise Lane		CITY Arab	STATE AL	POSTAL CODE 35760
		COUNTRY USA		
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION AL	
		1g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME Institute for Substance Use Disorders, LLC				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 291 Valley Cruise Lane		CITY Arab	STATE AL	POSTAL CODE 35760
		COUNTRY USA		
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION AL	
		2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME CenterState Bank, N.A.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1951 8th St NW		CITY Winter Haven	STATE FL	POSTAL CODE 33881
		COUNTRY USA		

4. This FINANCING STATEMENT covers the following collateral: ATTACHMENT

A security interest in all equipment and machinery, including power driven machinery and equipment, furniture and fixtures now owned or hereafter acquired, and wherever located together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith and proceeds therefrom. All inventory, raw materials, work-in-process and supplies now owned or hereafter acquired, proceeds therefrom and wherever located. All accounts and accounts receivable now outstanding or hereafter arising. All contract rights, instruments, documents, chattel paper and general intangibles now in force or hereafter acquired and proceeds therefrom; said items are located on the property located at 291 Valley Cruise Lane, Arab, AL 35760 or wherever same may be located. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

See additional.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] (optional)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME 291 Valley Cruise Lane, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

Alabama
Sec. Of State

B 20-7142760 FS
Date 04/06/2020
Time 12:02 PM
200406 3 Pg

File	\$15.00
Access	\$9.75
Conv	\$5.50
Total	\$30.25

56341338

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR		11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	

NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional collateral description:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability.

See additional.

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

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10. MISCELLANEOUS:

Alabama
Sec. Of State
B 20-7142760 FS
Date 04/06/2020
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File \$15.00
Access \$9.75
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11a. ORGANIZATION'S NAME					
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11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #. if any	
					<input type="checkbox"/> NONE

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OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
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18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

Provider Information for 1588282958

[Search \(/registry/\)](#) / [Back to Results](#) / [NPI View](#)

Please Note: Issuance of an NPI does not ensure or validate that the Health Care Provider is Licensed or Credentialed. For more information please refer to NPI: What You Need to Know
(<https://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/Downloads/NPI-What-You-Need-To-Know.pdf>)

INSTITUTE FOR SUBSTANCE USE DISORDERS, LLC

Other Name: Doing Business As: SERENO RIDGE RECOVERY

Organization Subpart: NO



NPI: 1588282958



Last Updated: 2020-07-11

Certification Date: 2020-07-11

Details

Name	Value
NPI	1588282958
Enumeration Date	2020-07-11
NPI Type	2- Organization
Status	Active
Authorized Official Information	Name: DR. NANCY TARBOX WHITE MD Title: EXECUTIVE DIRECTOR Phone: 256-658-0666



Name	Value
Mailing Address	291 VALLEY CRUISE LN ARAB, AL 35016-9402 United States Phone: 256-658-0666 Fax: View Map (/registry/map-view?q=291 VALLEY CRUISE LN, ARAB, AL, 350169402, United States)

Primary Practice Address	291 VALLEY CRUISE LN ARAB, AL 35016-9402 United States Phone: 256-658-0666 Fax: View Map (/registry/map-view?q=291 VALLEY CRUISE LN, ARAB, AL, 350169402, United States)
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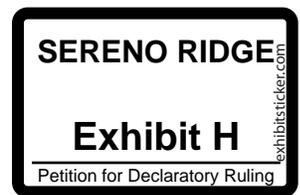
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Other Identifiers	<table border="0"> <thead> <tr> <th>Issuer</th> <th>State</th> <th>Number</th> </tr> </thead> </table>	Issuer	State	Number
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Taxonomy	<table border="0"> <thead> <tr> <th>Primary Taxonomy</th> <th>Selected Taxonomy</th> <th>State</th> <th>License Number</th> </tr> </thead> <tbody> <tr> <td>Yes</td> <td>193200000X MULTI-SPECIALTY GROUP 207QA0401X - Family Medicine Addiction Medicine</td> <td></td> <td></td> </tr> <tr> <td>No</td> <td>193200000X MULTI-SPECIALTY GROUP 101YA0400X - Counselor Addiction (Substance Use Disorder)</td> <td></td> <td></td> </tr> <tr> <td>No</td> <td>193200000X MULTI-SPECIALTY GROUP 163WA0400X - Registered Nurse Addiction (Substance Use Disorder)</td> <td></td> <td></td> </tr> <tr> <td>No</td> <td>193200000X MULTI-SPECIALTY GROUP 2084A0401X - Psychiatry & Neurology Addiction Medicine</td> <td></td> <td></td> </tr> </tbody> </table>	Primary Taxonomy	Selected Taxonomy	State	License Number	Yes	193200000X MULTI-SPECIALTY GROUP 207QA0401X - Family Medicine Addiction Medicine			No	193200000X MULTI-SPECIALTY GROUP 101YA0400X - Counselor Addiction (Substance Use Disorder)			No	193200000X MULTI-SPECIALTY GROUP 163WA0400X - Registered Nurse Addiction (Substance Use Disorder)			No	193200000X MULTI-SPECIALTY GROUP 2084A0401X - Psychiatry & Neurology Addiction Medicine		
Primary Taxonomy	Selected Taxonomy	State	License Number																		
Yes	193200000X MULTI-SPECIALTY GROUP 207QA0401X - Family Medicine Addiction Medicine																				
No	193200000X MULTI-SPECIALTY GROUP 101YA0400X - Counselor Addiction (Substance Use Disorder)																				
No	193200000X MULTI-SPECIALTY GROUP 163WA0400X - Registered Nurse Addiction (Substance Use Disorder)																				
No	193200000X MULTI-SPECIALTY GROUP 2084A0401X - Psychiatry & Neurology Addiction Medicine																				



A federal government website managed by the
(<http://hhs.gov>) U.S. Centers for Medicare & Medicaid Services (<http://cms.hhs.gov>)
7500 Security Boulevard, Baltimore, MD 21244



From: [Jim Williams](#)
To: [Jennifer H. Clark \(jclark@bradley.com\)](mailto:jclark@bradley.com)
Cc: [Flynn Mozingo](#); [Holly Hosford](#); [LaRita McGee](#)
Subject: DR-155 / Institute for Substance Use Disorders, LLC, d/b/a Sereno Ridge Recovery
Date: Monday, December 7, 2020 4:02:08 PM
Attachments: [SERENO RIDGE \(1\).pdf](#)
[FB Excerpts.pdf](#)

Jennifer:

As we discussed, Sereno Ridge Recovery appears to be in violation of the representations made at the meeting of the Certificate of Need Review Board on November 18, 2020. I have attached excerpts from the Facebook page of Sereno Ridge Recovery. Sereno Ridge Recovery has other postings which appear to show it is offering services that would require, at a minimum, a request for Letter of Non-Reviewability.

Bradford will have no alternative but to file another Declaratory Ruling unless Sereno Ridge Recovery ceases and desists from offering services that require a Certificate of Need.

Jim

James E. Williams
Melton, Espy & Williams, P.C.
Post Office Drawer 5130
Montgomery, AL 36103-5130
(334) 263-6621
jwilliams@mewlegal.com

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4:48

LTE

Sereno Ridge Recovery

Home Services Reviews Photos Videos



Sereno Ridge Recovery

1d

Thanks to the awesome teamwork put forth by the Chamber Arab [Huntsville/Madison County Chamber](#) and [Decatur-Morgan County Chamber of Commerce](#) for our ribbon cutting. We love our community, and look forward to serving those seeking to break the chains of addiction. [Cheryl Fox McClendon](#) [Jamoriean Hampton](#) [Brad Ploof](#) [Adina B. Peyton](#) [Dennis Keim](#)
<https://www.serenoridgerecovery.com/>



Message



4:49

LTE

< Sereno Ridge Recovery >



Sereno Ridge Recovery

\$ - Mental Health Service



Like

Message



272 people like this

Home **Services** Reviews Photos Videos

Drug and Alcohol Addiction Treatment >

Ask For Price · Duration varies



Comments



Decatur-Morgan County Chamber of Commerce
We are incredibly honored to call you members and friends of the Chamber. More importantly, thank you for your mission of healing and supporting those families looking to help make their loved ones whole again. Incredibly important work!

1d Like Reply 1

Sereno Ridge Recovery Replied · 1 Reply



Kim Lamar
Congratulations!!!

2h Like Reply 1

Sereno Ridge Recovery Replied · 1 Reply

Most Relevant is selected, so some comments may have been filtered out.



Write a comment...



4:48

LTE

Sereno Ridge Recovery

Home Services Reviews Photos Videos

 Sereno Ridge Recovery is with Karen Hovland Petersen and 2 others. 1d

Welcome to Sereno Ridge Recovery: Now offering a 12-Step Immersion Program in the beautiful rolling hills of the Tennessee Valley. Call us and begin your recovery journey in a comfortable, supportive, and secluded setting! Sereno Ridge Recovery: Where Hope and Healing Begin.



Message  

4:49

LTE

< Sereno Ridge Recovery >

Home **Services** Reviews Photos Videos



Drug and Alcohol Addiction Treatment

Ask For Price
Duration Varies

Now OPEN: Sereno Ridge Recovery offers a 12-Step Immersion Retreat In our private, beautiful location. Begin your recovery journey with the support of our compassionate team. They've been there, and can meet you where you are.

Message





Sereno Ridge Recovery

Send Message

Like



Most Relevant



Write a comment...



David Cody
Great work. Brett Jones!

Like Reply · 1w 1

PINNED POST



Sereno Ridge Recovery is with Karen Hovland Petersen and 2 others.

December 2 at 2:06 PM ·

Welcome to Sereno Ridge Recovery; Now offering a 12-Step Immersion Program in the beautiful rolling hills of the Tennessee Valley. Call us and begin your recovery journey in a comfortable, supportive, and secluded setting! Sereno Ridge Recovery: Where Hope and Healing Begin.



49

4 Comments 30 Shares

Like

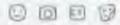
Comment

Share

Most Relevant



Write a comment...



Leigh Ann Sharp
How wonderful!! I had no idea this was in the works! What a blessing for our area!!

Like Reply · 3d 1



Sereno Ridge Recovery

Send Message

Like



OTHER POSTS



Sereno Ridge Recovery

15h · 🌐



There is a way out. Recovery is one of the best gifts you will ever give yourself—and your family.



Addiction Prevention Coalition

IN 2018 ALABAMA RANKED AS ONE OF THE WORST STATES IN THE NATION FOR SUBSTANCE ABUSE.



Addiction Prevention Coalition

December 4 at 6:51 AM · 🌐

If you or someone you love is struggling with substance use disorder, please follow this link to find the resources you need:

<https://mh.alabama.gov/substan...> See More

Like

Comment

Share



Sereno Ridge Recovery

Send Message

Like



Most Relevant

Write a comment...

Brenda Church
 😊 1
 Like · Reply · 1w

Sereno Ridge Recovery
 November 24 at 5:45 PM · 🌐

A guilty plea... while it is something, it does little for families who have lost loved ones as a result of Purdue's actions.



CNN.COM
 OxyContin maker to plead guilty to federal criminal charges, pay \$8 billion, and will close the company

Like Comment Share

Letters of Nonreviewability

September 16, 2020



866.993.0207

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STATE OF ALABAMA
HEALTH PLANNING AND DEVELOPMENT AGENCY
CERTIFICATE OF NEED REVIEW BOARD
MONTGOMERY, ALABAMA

AGENDA
LETTERS OF NONREVIEWABILITY

* * * * *

PROCEEDINGS taken in the above matter via virtual conference, on Wednesday, September 16, 2020, commencing at approximately 10:07 a.m.; and reported by Dee Coker, Registered Professional Reporter and Commissioner for the State of Alabama at Large.

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APPEARANCES

CERTIFICATE OF NEED REVIEW BOARD:

- Dr. Swaid Swaid, Chairman
- Gen. Ed Crowell
- Mr. Terry Andrus
- Mr. Randy Jones
- Mr. Freddy Ard
- Mr. Ormand P. Thompson, III (not present)
- Dr. Kenneth C. Brewington (not present)
- Mr. Bill Wallace (not present)
- Dr. Herbert Stone

STATE HEALTH PLANNING AND DEVELOPMENT AGENCY STAFF MEMBERS:

- Ms. Emily Marsal, Executive Director
- Mr. Mark D. Wilkerson, Legal Counsel

* * * * *

THE CHAIRMAN: Okay. Now, I have a couple of comments, and I'd like everyone to please take notice of this.

There are several requests for nonreviewability that have been published. These are people who are asking to begin to operate facilities or expand facilities or change the status of a facility without going through the CON process. I think the majority of the ones that have been published are somewhat reasonable and traditional, but there are a few that need

1 to be looked at very carefully.

2 If you decipher what's being
3 requested, it's really no different than
4 what people had had to go through a CON
5 process in order to get approval. Now, one
6 has to tread carefully here because
7 nonreviewability letters can be challenged
8 even if granted. So I just want everybody
9 to be aware of the fact that a few years
10 ago, based on quite a lot of concern about
11 this particular aspect of our agency, we
12 began to publish these and make everyone
13 aware of them.

14 I read these very carefully, and
15 I'd like every Board member to read them
16 carefully as well. And when there are
17 concerns, they need to be raised. Because
18 I know several other agencies now are
19 beginning to look at these and raise
20 concerns, and at least one of them reached
21 out to Ms. Marsal, I think, in writing in
22 this regard.

23 So I just want to throw out a

1 cautionary note here that some people may
2 be asking to do things that, upon further
3 and closer examination, may, in fact, need
4 to go through the process rather than be
5 granted nonreviewability.

6 Emily, I guess you have received
7 that. And if Mark --

8 Is Mark still on the line?

9 MR. WILKERSON: Yes.

10 THE CHAIRMAN: Mark, would you like to
11 make some comments in this regard? It may
12 be worth taking one minute and just do
13 that, if you would like.

14 MR. WILKERSON: No, I think you've
15 described the process well, Dr. Swaid.

16 And the one thing that the Board
17 did, and Dr. Swaid was on the Board when
18 this happened, was made sure the Agency
19 published these requests and there was some
20 type of time period between the publication
21 and the consideration by the Executive
22 Director to make sure that they saw the
23 light of day and that different parties

1 could have the opportunity to provide input
2 in addition to giving the Agency the
3 opportunity to ask additional questions,
4 get additional information without pressure
5 to rule on a request immediately.

6 This Agency is somewhat constrained
7 by the court history of interpreting the
8 physician office exception and the rather
9 spars legislative language of the physician
10 office exception, just talking about the
11 office of private physicians regardless of
12 ownership. But, nonetheless, I think the
13 public process has been beneficial.

14 And as technology changes, as
15 medical practice changes and people seek
16 opportunities to make money by doing
17 different things in physician type of
18 settings that they'll argue under the
19 exception, it warrants further review and
20 examination. And I think, Dr. Swaid,
21 you've been active in doing that.

22 So I'll be happy to answer any
23 questions.

1 THE CHAIRMAN: Are there any?

2 MR. ANDRUS: But --

3 THE CHAIRMAN: Very good.

4 Yes, sir?

5 MR. ANDRUS: Yeah. But in reality,
6 unless an affected party asks for a
7 declaratory ruling, there's not a whole lot
8 we can do, correct?

9 MR. WILKERSON: You --

10 THE CHAIRMAN: What's essentially --

11 Sorry, Mark. Go ahead.

12 MR. WILKERSON: No.

13 Well, I mean, you're right. I
14 mean, the statute provides the Executive
15 Director with this authority. And you're
16 right. Unless a matter comes before the
17 Board, then you don't have an opportunity
18 to make a, quote, ruling.

19 Now, you could look at an
20 additional rule that attempts to put
21 additional language in place that defines
22 this. You would have to grapple with the
23 Supreme Court decision, the last one, on

1 this when you did that, but that's one
2 opportunity. You could look at a
3 rulemaking. Or, you know, if the Executive
4 Director were to find one that didn't fall
5 within the four corners of the Supreme
6 Court ruling and could not grant it or said
7 it was a new issue that didn't clearly
8 require approval and she didn't act, then a
9 party could -- the party that didn't get
10 the letter could bring the matter to the
11 Board, and it gets to a dec action, as you
12 said, Terry, and it gets before you that
13 way.

14 MR. ARD: I have a question, Mr.
15 Chairman.

16 Procedurally, when we, as Board
17 members, receive these in our package, has
18 there been action taken at this stage,
19 Emily, or is there action on your part
20 after that publication? I just want to
21 understand that process.

22 THE CHAIRMAN: Well, I -- Yeah. I
23 think -- No, I think Emily did it exactly

1 right. If you look at the publication, the
2 decision about any of these is pending. So
3 she's absolutely giving everyone a chance,
4 you know, to see. So she's doing
5 everything exactly correctly.

6 I think what I'd like to add to
7 what Mark said is, you know, our job is to
8 establish need and to care about safety.
9 So, you know, under COVID and because of
10 the circumstances, I just feel that some
11 people may want to fly under the radar, so
12 to speak, in order to get things that
13 clearly would have required CON review
14 process, in my opinion at least. And I
15 think that's my concern.

16 Because some of the items here, if
17 you read them, I mean, why did we, two
18 years ago, approve a CON for a single-
19 specialty eye surgery center to be approved
20 when these people are asking no
21 reviewability for the same thing; or people
22 doubling the size of their operating rooms
23 in a surgery center, they're basically

1 saying give us a letter of
2 nonreviewability. Well, a lot of people
3 start that kind of a process have to go
4 through CON review.

5 And it is more arduous to go
6 through the CON, but in many instances --
7 not all, but in many instances, I believe
8 it is beneficial to the citizens of the
9 state to have that process be aired out in
10 public with plenty of notification for
11 everyone involved. So that's the
12 cautionary note I would put out there.

13 The Executive Director has the
14 right to say, no, I think this should be
15 heard. That's all she has to do. Or she
16 could say, you know what, within the four
17 corners of what I understand, it's
18 nonreviewable. If that's the case, then
19 that sets a precedent.

20 So let us say that I own a surgery
21 center that has, you know, four operating
22 rooms and I just say I want to build four
23 more. Well, that might become economically

1 challenging for a nearby facility. Well,
2 if she denies me -- and I use that as a
3 theoretical, not as a real -- I'm going to
4 say, well, why did you give it to Madison
5 up near Huntsville? You see? So then it
6 becomes a really tough, tough situation to
7 put yourself in, all of us, and especially
8 Emily.

9 So at this point, I think
10 everything has been done right. I just
11 think that sunlight is always better than
12 darkness.

13 GEN. CROWELL: I agree, Dr. Swaid. I
14 think we have to be very careful about
15 precedent setting and not letting people
16 just take us for granted that, well, you
17 know, the Board is going to -- this is what
18 they do and this is how they do it. You
19 know, there are always a different set of
20 circumstances, and we look at each one on
21 an individual basis with what we have to
22 act on.

23 THE CHAIRMAN: Exactly. That's exactly

1 well put. And I think I'll just leave it
2 with that. Because none of us would
3 presume to tell anyone what to do; we just
4 simply have to put out cautionary notes, as
5 you just did, General Crowell.

6 Thank you all very much.

7 Emily, take that and chew on it and
8 just see what you think.

9 MS. MARSAL: I sure will.

10 THE CHAIRMAN: Thank you, Mark, for
11 your input as well.

12 And thank all of you. And please
13 stay well and healthy. It's great seeing
14 all of you.

15 MS. MARSAL: Thank you guys.

16 THE CHAIRMAN: Thank you. Have a great
17 day. We are adjourned.

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REPORTER'S CERTIFICATE

STATE OF ALABAMA

ELMORE COUNTY

I, Dee Coker, Registered Professional Reporter and Commissioner for the State of Alabama at Large, hereby certify that on Wednesday, September 16, 2020, I reported the PROCEEDINGS in the matter of the foregoing cause, and that pages 2 through 11 contain a true and accurate transcription of said proceedings.

I further certify that I am neither kin nor of counsel to the parties to said cause, nor in any manner interested in the results thereof.



/s/Dee Coker
DEE COKER, CCR, RPR
Commissioner for the
State of Alabama at Large
CCR 85, Expires 9/30/2020

COMMISSION EXPIRES: 1/10/2021

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